Secta. II-27—100,000—21-5-52.

Development (1957 Sep) Department.

YMS SERIES.

G.O. No. 985

Dated 23-8-1958.

[Despatch Abstract.]

COOPERATIVE SOCIETIES - House Construction Societies - Execution of Mortgage Deed in favour of Government for the state loans x taken - Draft Mortgage Deed - Approved.

GOVERNMENT OF MADRAS

ABSTRACT

CO-OPERATIVE SOCIETIES - House Construction Societies - Execution of Mortgage Deed in favour of Government for the State loans taken - Draft Mortgage deed Approved.

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DEVELOPMENT DEPARTMENT

G.O. Ms. 985 Dated 28-2-1948.

Read the following:

From the Registrar of Co-operative Societies No. Rc. 15073/47-Z. II dated 7-11-1947.

O R D E R:

The draft form of the Mortgage deed to be executed by cooperative House construction societies in favour of Government for the state loans taken by them, in their corporate capacity for construction of houses, submitted with the letter cited is approved as apended to this order.

(Sd) x x x
18.2.1948.

To
The Registrar of Copperative Societies.,

A P P E N D I X

DRAFT MORTGAGE DEED

This indenture made the . . . . . day of one Thousand Nine hundred and . . . . . between . . . . . Cooperative House Construction Society Ltd., ... a Society registered under the Madras Cooperative societies Act, 1932 (Madras Act VI of 1932) and having its registered office at . . . . (hereinafter called the Mortgager which expression where the context so admits shall include its successors and assigns), of the one part and His Excellency the Governor of Madras (hereinafter called "the Mortgager" which expression where the context so admits shall include his successors in office and assigns) of the other part.

Whereas the Mortgager has applied to the Mortgagor for a loan of Rs. . . . . to enable the Mortgagor to construct houses on the lands belonging to the Mortgagor and provide them to the members on hire-purchase system.

And Whereas the Mortgagee has agreed to lend the Mortgagor the sum of Rs. . . . . on having the repayment thereof with interest thereon at the rate hereinafter mentioned secured in manner hereinafter appearing and subject also to the conditions contained in G.O. No. 512, Development dated the 11th April 1923.

Now this indenture witnesseth as follows:-

1. In consideration of the said sum of Rs. . . . . now advanced and paid by the Mortgagee to the Mortgagor (the receipt whereof the Mortgagor doth hereby acknowledge) the Morgagor coneneant with the Mortgagee that the Mortgagor shall duly and punctually repay

to the Morgagee at . . . . . the said sum of Rs. . . . . with interest for the same at the rate of Rs. . . . . per c per annum by . . . . . equal yearly payments compounded of principal and interest during a period of twenty years, the fir of such payments to be made on the . . . . . day of . . . 19 or on the date of expiry of a period of one full year from the date of completion of the building for which the said loan is tak whichever is earlier, and the subsequent payments to be made on or before the corresponding day and month in each subsequent year.

2. For the consideration aforesaid the Mortgagor doth hereby unto the Mortgagee convey all that piece or parcel of land situate in the sub-district of ..... in the district of ..... more particularly described in the Schedule hereto together with the buildings and erections thereon now existing or which may hereafter be constructed or erected thereon to have and hold the said piece or parcel of land and buildings (hereinafter called the said premises') for ever absolutely subject to the proviso for redemption hereinafter contained.

3. The Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will apply the full amount of the money so advanced as aforesaid solely for the purposes of erecting buildings on the plot or parcel of land described in the Schedule hereto to the satisfaction of the Registrar of Cooperative Societies who shall be the sole judge thereof and in accordance with the conditions laid down by the Government of Madras in their G.O. No. 512, Development, dated the 11th April 1923 and further that the Mortgagor will as long as any money shall remain on the security of these presents keep the said premises in good and substantial repair.

4. PROVIDED always and it is hereby expressly agreed and declared as follows:-

(1) if the Mortgagor shall pay in the manner aforesaid the said sum of interest thereon at the rate aforesaid then the Mortgagee shall at any time thereafter upon the request and at the cost of the Mortgagor reconvey the said premises unto the Mortgagor or as the Morgagor may direct.

(2) if at any time the Mortgagor is desirous of having a stated portion of the said premises free and discharged from the mortgage hereby ereated and of such desire gives to the Mortgagee a notice in writing and also pays the proportionate sum fixed by the Mortgagee as being the sum due in respect of such stated portion then the Mortgagee shall at the cost of the Mortgagor reconvey the said stated portion of the said premises unto the Mortgagor or as the Mortgagor may direct. In the event of any portion of the said mortgaged premises being released under the provisions of this clause the yearly instalment payable by the Mortgagor shall be proportionately reduced.

(3) If the mortgagee makes default in the payment of any one of the said instalments or has not, in the opinion of the Registrar of Cooperative Societies, applied the moneys hereby ad vanced for the purposes for which the same was advanced or has not observed or complied with the conditions laid down by the Government of Madras in their order No. 512, Development, dated the 11th April 1923, the total amount due and owing under these presents shall forthwith become payable and the Mortgagee may at any time thereafter sell the said premises orany part or parts thereof either together or separately either in one or more let or lots and either by Public auction or by private contract with power upon such sale to make any stipulations as to little or evidence of title or otherwise which the Mortgagee deems proper and also with power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss occasioned thereby and for the purposes aforesaid or any of them to execute and do

all such assurances and things as he may think fit provided Always and it is hereby expressly agreed and declared that the Mortgagee shall not execute the power of sale until he has previously given a notice in writing to the Mortgagor requiring the Mortgagor to pay off the moneys for the time being owing on the security of these presents or left a notice in writing to that effect upon some part of the said premises and default has been made in payment of moneys or some part of thereof for three calendar months from the time of giving or leaving such notice Provided Also and it is hereby agreed and declared that upon any sale purporting to be made in pursuance of the aforesaid power in that behalf the purchaser or purchasers shall not be bound to see to or inquire whether the case mentioned in the proviso lastly hereinbefore contained has happened or whether any money remains on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale shall have been made or otherwise as to the propriety or in regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as far as regards the safety and protection of the purchaser or purchaser be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy if any of the Mortgagor shall be in damages only and it is hereby further agreed and declared that the Mortgagee shall out of the moneys which arises from any such sale as aforesaid in the first place reimburse himself or pay of discharge all the costs and expenses incurred in or about such sale or otherwise in respect of the said premises and in the next place apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then pay the surplus if any, of the said moneys which arises from such sale unto the Mortgagor and the Mortgagor doth hereby covenent with the Mortgagor that the Mortgagor now hath good right to convey all the said in manner aforesaid, and that the Mortgagor and all other persons having or lawfully or equitably claiming any estate or interest in the said premises shall and will from time to time and at all times hereafter upon the request of the Mortgagee and at the cost during the continuance of this security of the Mortgagor and afterwards of the person or persons requiring the same do and execute or cause to be done and executed all such acts, deeds, and things for further and more perfectly assuring the said premises unto the Mortgagee in manner aforesaid as shall or may be reasonably required.

In witness whereof . . . . . acting for and on behalf of the Mortgagor hath hereunto set his hand and seal the day and year first above written.

SCHEDULE.

Signed, sealed and delivered by . . . . . .
for and on behalf of the
Mortgagor in the presence of.

(Sd) x x x x

For Registrar.

/True Copy/

SUPERINTENDENT

SP/31.7. Madras Record Office.